

REMARKS:

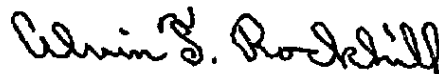
The disclosure of the subject patent application has been objected to on the basis that the continuing application data should be updated to include the present status of the parent application on page 1 of the specification. Such an amendment has been made and accordingly renders this objection to the disclosure moot. The disclosure has also been amended to correct some typographical errors.

All of the claims pending in the subject patent application have also been rejected under the judicially created doctrine of obviousness-type double patenting over claims 1-20 as issued in United States Patent 6,630,552. A terminal disclaimer is being submitted herewith to overcome the rejection over U.S. Patent 6,630,552 based on the judicially created doctrine of "obviousness-type" double patenting. The assignment of the subject invention by the inventors to The Goodyear Tire & Rubber Company was recorded on September 9, 2003 at Reel/Frame 013961/0169, and a copy of the assignment is being submitted herewith as Exhibit A. This assignment establishes Goodyear's ownership to the subject invention.¹

The Commissioner is hereby authorized to deduct the \$110.00 fee required under 37 C.F.R. §1.20(d) for filing this terminal disclaimer from deposit account 07-1725. The Commissioner is also hereby authorized to deduct any additional fees that may be required, or to credit and overpayment, to deposit account 07-1725.

The rejection of the claims pending in the subject patent application based on obviousness-type double patenting has been overcome by filing the terminal disclaimer submitted herewith. Thus, all of the claims now pending in the subject patent application are in a condition for allowance and such an allowance is respectfully requested.

Respectfully submitted,

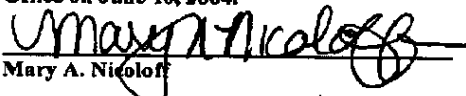


Attorney for Applicant(s)

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¹ United States Patent 6,630,552 is also assigned to Goodyear and the assignment of United States Patent 6,630,552 was recorded on July 7, 2003 at Reel/Frame 014249/0279.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:)	Docket No. DN2002-237P01
Adel Farhan Halasa, et al)	Art Unit: 1713
For: FUNCTIONALIZED ELASTOMERS)	Examiner: Fred M. Teskin
FOR SYNTHESIS OF RUBBERY)	I hereby certify that this correspondence is being facsimile
POLYMERS)	transmitted to the United States Patent and Trademark
Serial No. 10/624,188)	Office on June 10, 2004.
Filed: July 22, 2003)	 Mary A. Nicoloff

Commissioner for Patents
P. O. Box 1450
Alexandria, Virginia 22313-1450

TERMINAL DISCLAIMER TO OBVIATE A DOUBLE PATENTING REJECTION

The Petitioner, The Goodyear Tire & Rubber Company, having its principal place of business in Akron, Ohio, through its duly authorized agent, represents that it is the assignee of the entire right, title and interest in and to the above-referenced application and United States Patent 6,630,552. I have reviewed the assignment of United States Patent Application Serial No. 10/624,188 from the inventors (Adel Farhan Halasa and Wen-Liang Hsu) to The Goodyear Tire & Rubber Company and certify that, to the best of The Goodyear Tire & Rubber Company's belief, title to United States Patent Application Serial No. 10/624,188 is in the name of The Goodyear Tire & Rubber Company. The Petitioner, The Goodyear Tire & Rubber Company, through its duly authorized representative, hereby disclaims the terminal part of any patent granted on United States Patent Application Serial No. 10/624,188 which would extend beyond the expiration of United States Patent 6,630,552, and hereby agrees that any patents so granted on United States Patent Application Serial No. 10/624,188 shall be enforceable only for and during such periods that legal title to said patent shall be the same as the legal title to United States Patent 6,630,552, this agreement to run with any patent granted on United States Patent Application Serial No. 10/624,188 and to be binding upon the grantee, its successors and assigns.

Date <u>June 10, 2004</u>	THE GOODYEAR TIRE & RUBBER COMPANY
	By <u>Alvin T. Rockhill</u>
	Alvin T Rockhill, Reg. No. 30,417

Exhibit A

Docket No. DN2002237P01Serial No. 101624188Filed 07/22/2003

ASSIGNMENT

WHEREAS, WE, Adel Farhan Halasa and Wen-Liang Hsu of 5040 Everett Road, Bath Ohio, 44333, U.S.A., and 2034 Bent Creek Trail, Cuyahoga Falls, Ohio, 44223, U.S.A., respectively, have invented certain improvements in **FUNCTIONALIZED MONOMERS FOR SYNTHESIS OF RUBBER POLYMERS**, and described in a patent application filed on July 21, 2003 by the undersigned for filing in The United States of America, being owner(s) of all right, title and interest in said application and in and to any invention described therein and having full right to convey the entire interest both legal and equitable herein assigned; and

WHEREAS, THE GOODYEAR TIRE & RUBBER COMPANY, of Akron, Ohio 44316, a corporation of the State of Ohio (assignee) is desirous of acquiring the entire right, title and interest in and to said application and said invention described therein and any and all patents to be obtained therefor, all as hereinafter set forth:

NOW, THEREFORE, in consideration of good and valuable consideration received by the undersigned, the undersigned does (do) hereby sell, assign, transfer and set over unto said assignee, its successors and assigns, the entire right, title and interest in and to said invention or inventions, as described in the aforesaid application, in any form or embodiment thereof, and in and to the aforesaid application; and in and to any application filed in any foreign country based thereon, including the right to file said foreign applications under the provisions of the International Convention; also the entire right, title and interest in and to any and all patents or reissues or extensions thereof to be obtained in this or any foreign country upon said invention or inventions and any divisional, continuation, continuation-in-part or substitute applications which may be filed upon said invention or inventions in this or any foreign country; and the undersigned hereby authorize(s) and request(s) the issuing authority to issue any and all patents on said application or applications to said assignee or its successors and assigns.

The undersigned further agree(s) to execute all divisional, continuing, substitute, improvement, extension, reissue and other patent applications in this or any foreign country relating to said application or invention and to sign all other lawful papers and to perform all other lawful acts without further consideration, but without expense to myself (ourselves), which the assignee may deem necessary or desirable to make this Assignment fully effective including by way of example, but not of limitation, the following acts:

- (1) Prompt execution of all lawful oaths, affidavits and/or supplemental oaths required or deemed advisable by the assignee to further the prosecution of any application or applications for letters patent relating to the subject matter of this Assignment;
- (2) To cooperate to the best of my (our) ability in the execution of all lawful documents, the production of evidence, and the giving of testimony in interference, opposition, nullification or infringement proceedings involving the said invention or improvement, applications or patents or any of them.

The undersigned hereby authorize(s) said assignee to insert in this Assignment the serial number and filing date of the above-identified application when known.

IN WITNESS WHEREOF, the undersigned has (have) hereunto set his (their) hand(s) and seal(s) on the date(s) set after his (their) signature(s).

Alvin T. Rockhill (L.S.) Adel Farhan Halasa July 21, 2003
WITNESS Adel Farhan Halasa

Alvin T. Rockhill (L.S.) Wen-Liang Hsu July 21, 2003
WITNESS Wen-Liang Hsu

Docket No. DN2002237P01

State of Ohio)
County Summit of)

SS:

On this _____ day of _____, 2003, before me personally appeared Adel Farhan Halasa to me personally known, and known to me to be the person(s) who signed the foregoing assignment, and acknowledge the signing of same as his (their) free act and deed.

Mary A. Nicoloff
Notary Public



MARY A. NICOLOFF
Notary Public, State of Ohio
My Commission Expires 11-24-07

State of Ohio)
County Summit of)

SS:

On this _____ day of _____, 2003, before me personally appeared Wen-Liang Hsu to me personally known, and known to me to be the person(s) who signed the foregoing assignment, and acknowledge the signing of same as his (their) free act and deed.

Mary A. Nicoloff
Notary Public



MARY A. NICOLOFF
Notary Public, State of Ohio
My Commission Expires 11-24-07